

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Romone Lee

DEFENDANTS

Peerless Insurance Comapny, et al.

(b) County of Residence of First Listed Plaintiff Chester, PA

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Cheshire, NH

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Villari, Lentz & Lynam, LLC
1600 Market Street, Suite 1800
Philadelphia, PA 19103

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. §1983

Brief description of cause:
Compensatory Relief/Underinsured Motorist Benefits

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

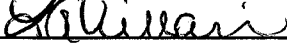
JUDGE

DOCKET NUMBER

DATE

03/30/2015

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

New Hampshire 03431.

5. At all times material hereto, Defendant PIC regularly and continuously conducted business in the Eastern District of Pennsylvania.

6. At all times material hereto, Defendant PIC was acting by and through its agents, servants, work persons, ostensible agents and employees.

7. Defendant PIC, as principal, is vicariously liable, at all times material hereto, for the acts and omissions of its agents, servants, work persons, ostensible agents and employees.

8. Defendant, Liberty Mutual Holding Company Inc. d/b/a Liberty Mutual Insurance Company and Liberty Mutual ("LMHC"), is a for-profit, foreign corporation organized under the laws of the Commonwealth of Massachusetts under entity number 000805238.

9. Defendant LMHC maintains its principal place of business at 175 Berkeley Street, Boston, Massachusetts 02116.

10. At all times material hereto, Defendant LMHC regularly and continuously conducted business in the Eastern District of Pennsylvania.

11. At all times material hereto, Defendant LMHC was acting by and through its agents, servants, work persons, ostensible agents and employees.

12. Defendant LMHC, as principal, is vicariously liable, at all times material hereto, for the acts and omissions of its agents, servants, work persons, ostensible agents, employees and subsidiaries, including but not limited to Co-Defendants herein.

13. Defendant, Liberty Mutual Group Inc. d/b/a Liberty Mutual Insurance Company and Liberty Mutual ("LMG"), is a for-profit, foreign corporation organized under the laws of the Commonwealth of Massachusetts under entity number 000804945.

14. Defendant LMG maintains its principal place of business at 175 Berkeley Street, Boston, Massachusetts 02116.

15. At all times material hereto, Defendant LMG regularly and continuously conducted business in the Eastern District of Pennsylvania.

16. At all times material hereto, Defendant LMG was acting by and through its agents, servants, work persons, ostensible agents and employees.

17. Defendant LMG, as principal, is vicariously liable, at all times material hereto, for the acts and omissions of its agents, servants, work persons, ostensible agents, employees and subsidiaries, including but not limited to Co-Defendant PIC.

18. Defendant PIC was at all times material hereto, and is, a member and/or wholly owned subsidiary of Defendant LMG.

19. Defendant LMHC was at all times material hereto, and is, the parent company of Defendant LMG.

20. Defendant PIC was at all times material hereto, and is, a wholly owned subsidiary of Defendant LMHC.

JURISDICTION

21. This Court has original jurisdiction under 28 U.S.C.S. § 1332 because the Plaintiff and Defendants are citizens of different states, and because the amount in controversy exceeds \$150,000.00.

VENUE

22. Venue is proper under 28 U.S.C.S. § 1391 because a substantial part of the events giving rise to Plaintiff's claims occurred in the Eastern District of Pennsylvania.

FACTS

23. At all times material hereto, and on February 18, 2011, Plaintiff was the named insured under an automobile policy of insurance (policy no. PLP W780680) (the “Policy”) issued by Defendants. (A true and correct copy of the declarations sheet of said Policy is attached hereto and incorporated herein as Exhibit “1”).

24. The Policy at issue provided Plaintiff with underinsured motorist coverage in the amount of \$100,000 per person and \$300,000 per accident in the event that Plaintiff was involved in an automobile accident with an underinsured motorist.

25. On February 18, 2011, Plaintiff was the owner and operator of a 2005 Chrysler 300 bearing Pennsylvania license plate number HKT-2384.

26. On the same date, at approximately 4:14 p.m., Plaintiff was driving eastbound in the center lane of travel on East Market Street, in West Chester, Pennsylvania, lawfully stopped at a red traffic signal at the Westtown Road intersection.

27. At said time and location, a third-party tortfeasor, Ryan Diehl -- 20 years old and driving his Dodge Ram pick-up truck carelessly and recklessly at a high rate of speed -- completely disregarded the stopped traffic before him and, without any warning, violently crashed truck into the rear of Plaintiff’s sedan.

28. As a direct and proximate result of the negligence and carelessness of the third-party tortfeasor, Plaintiff suffered severe and permanent injuries, including, but not limited to: bilateral cervical radiculopathy; cervical sprain/strain; lumbar radiculopathy; lumbar sprain/strain; right shoulder supraspinatus tendinopathy; right shoulder sprain/strain; concussion; closed head trauma; post-concussion syndrome; disc bulges at C2-C3, C3-C4 and C4-C5;

post-traumatic cephalgia; right median nerve damage; delayed motor sensory; decreased range of motion; decreased sensitivity; gait dysfunction; inability to fall asleep; interrupted sleep; and aggravation and/or exacerbation of all known and unknown pre existing medical conditions, in addition to other injuries as may be diagnosed by Plaintiff's healthcare providers. Plaintiff also suffered, and continues to suffer severe aches, pains, mental anxiety and anguish, humiliation, embarrassment, and a severe shock to his entire nervous system and other injuries, the full extent of which is not known.

29. The aforementioned accident was in no manner caused by any act or failure to act by Plaintiff Romone Lee, who was duly stopped in observance of a steady red traffic signal.

30. The aforementioned accident solely was cause by the negligence and carelessness of the third-party tortfeasor, Ryan Diehl.

31. Indeed, Ryan Diehl openly admitted to the investigating officer at the scene that he had just spilled his soda and was looking down at his truck's floor when he violently crashed into the rear of Plaintiff's vehicle. (Unsurprisingly, the investigating officer determined in his report that primary cause of the accident was young Mr. Diehl's being "distracted" while driving).

32. At the time of the collision, the third-party tortfeasor was insured by Progressive with bodily injury liability protection limits in the amount of \$25,000.

33. Progressive, as the insurance carrier for third-party tortfeasor Ryan Diehl, tendered \$24,000 to settle Plaintiff's negligence claim against its insured with the consent of Defendants.

35. The third-party tortfeasor's settlement tender, however, is inadequate to compensate Plaintiff for the permanent and debilitating injuries and losses he suffered as a result of the aforementioned motor vehicle collision.

36. To this end, on February 24, 2014, Plaintiff made a timely claim for recovery, and is entitled to, underinsured motorist benefits under the Policy issued by Defendants, for which underinsured benefits Plaintiff paid, and the Defendants accepted, increased premium payments.

37. Nearly one year later, on February 2, 2015, and despite the above-described injuries, additional losses set forth below, and payment/acceptance of increased premiums *specifically for underinsured motorist protection*, Defendants made a settlement offer of \$1800.

COUNT I
COMPENSATORY RELIEF/UNDERINSURED MOTORIST BENEFITS
PLAINTIFF, ROMONE LEE v. ALL DEFENDANTS

38. Plaintiff hereby incorporates by reference the averments contained in ¶¶ 1 through 37, *supra*, as though fully set forth herein at length.

39. At all times material hereto, including at the time of the underlying accident, Plaintiff maintained the automobile insurance Policy issued by Defendants.

40. The Policy provided Plaintiff with underinsured motorist protection in the amount of \$100,000 per person and \$300,000 per accident.

41. In exchange for underinsured motorist protection, Plaintiff paid, and Defendants accepted, increased premium payments.

42. At the time of the underlying accident, the third-party tortfeasor, Ryan Diehl, was negligent and careless in the operation of his pick-up truck, which consisted, *inter alia*, of the following:

- a. Failure to exercise reasonable care;
- b. Failure to exercise reasonable care in the operation of the motor vehicle in his control;
- c. Failure to obey traffic signals and completely disregarding a steady red light

for Defendant's lane of travel and the stopped traffic before it;

- d. Failure to properly manage said motor vehicle;
- e. Failure to have said motor vehicle under proper and adequate control so as not to endanger Plaintiff, Mr. Lee;
- f. Failure to steer or otherwise operate said motor vehicle in a manner so as to avoid a collision with Plaintiff;
- g. Failure to warn, yield, and/or have the motor vehicle under proper and adequate control so as not to cause injury to Plaintiff;
- h. Failure to keep a reasonable lookout;
- i. Failure to keep control of his motor vehicle at all times;
- j. Operating the motor vehicle in his control without due regard to the rights, safety, and position of Plaintiff;
- k. Violating the statutes of the Commonwealth of Pennsylvania pertaining to the operation of a motor vehicle;
- l. Otherwise failing to regard the rights and safety of the Plaintiff, Mr. Lee; and
- m. Otherwise being negligent as a matter of law and fact.

43. As a direct and proximate result of the negligence and carelessness of the third-party tortfeasor, Ryan Diehl, Plaintiff suffered, and continues to suffer, severe and permanent injuries, including but not limited to: bilateral cervical radiculopathy; cervical sprain/strain; lumbar radiculopathy; lumbar sprain/strain; right shoulder supraspinatus tendinopathy; right shoulder sprain/strain; concussion; closed head trauma; post-concussion syndrome; disc bulges at C2-C3, C3-C4 and C4-C5; post-traumatic cephalgia; right median nerve damage; delayed motor sensory; decreased range of motion; decreased sensitivity; gait dysfunction; inability to fall asleep; interrupted sleep; and aggravation and/or exacerbation of all

known and unknown pre existing medical conditions, in addition to other injuries as may be diagnosed by Plaintiff's healthcare providers. Plaintiff also suffered, and continues to suffer severe aches, pains, mental anxiety and anguish, humiliation, embarrassment, and a severe shock to his entire nervous system and other injuries, the full extent of which is not known.

44. As a direct and proximate result of the negligence and carelessness of the third-party tortfeasor, Ryan Diehl, Plaintiff has been, and may in the future be, required to undergo significant medical care, evaluation, therapy, treatment, costly medications and invasive and painful medical procedures and surgeries in an effort to cure his injuries.

45. As a direct and proximate result of the negligence and carelessness of the third-party tortfeasor, Ryan Diehl, Plaintiff has suffered, and may in the future suffer, an inability to perform his usual and daily duties, activities, labors, occupations and/or avocations and may be prevented from performing the same for an indefinite period of time into the future, all to his great financial detriment and loss.

46. As a direct and proximate result of the negligence and carelessness of the third-party tortfeasor, Ryan Diehl, Plaintiff has suffered, and may in the future suffer, a loss of earnings and future earning potential, all to his great financial detriment and loss.

47. As a direct and proximate result of the negligence and carelessness of the third-party tortfeasor, Ryan Diehl, Plaintiff has been compelled to expend large sums of money for medicine and medical attention in order to effectuate treatment and/or a cure for his injuries and, consequently, may be required to expend additional sums for the same purpose in the future.

48. As a direct and proximate result of the negligence and carelessness of the third-party tortfeasor, Ryan Diehl, Plaintiff has suffered, and in the future may continue to suffer, a

loss of leisure time and life's pleasures.

WHEREFORE, Plaintiff Romone Lee demands judgment in his favor and against Defendants, for special and compensatory damages in an amount in excess of One Hundred and Fifty-Thousand Dollars (\$150,000.00), plus the statutory rate of interest, costs and related expenses, and such other just and equitable relief as this Honorable Court deems proper.

V. JURY DEMAND

Plaintiff hereby demands a trial by jury as to each Count against Defendants.

VILLARI, LENTZ & LYNAM, LLC

Date: 03/30/15

By: /s/ LGV7043
Leonard G. Villari, Esquire
Joshua G. Villari, Esquire
I.D. Nos. 68844/85899
1600 Market Street, Suite 1800
Philadelphia, PA 19103
(215) 568-1990 (t)
(215) 568-9920 (f)
lgvillari@aol.com/ jvillari@vll-law.com
Attorneys for Plaintiff,
Romone Lee

EXHIBIT “1”

Mar. 8. 2011- 2:26PM Chesco Bail 6103446524- --- ---

No. 2924---P. 2/6 ---



Policy Number: PLP W780680		Prior Policy:
Policy Period: 07/03/2010 To: 07/03/2011 12:01 am Standard Time at the Mailing Address of the Named Insured		
Coverage Is Provided In PEERLESS INDEMNITY INSURANCE COMPANY		
Billing Type: DIRECT BILL - QUARTERLY		
Named Insured and Mailing Address: ROMONE LEE LASHANTIA COOPER 137 ASCOT CT DOWNINGTOWN PA 19335-2251		Agent: MILLERS INSURANCE AGENCY INC 255 W UWCHLAN AVE DOWNINGTOWN PA 19335-3361 Agent Code: 1024061 Agent Phone: (610)-269-4500

PERSONAL PROTECTOR® PACKAGE DECLARATIONS

-----PREMIUM SUMMARY-----

THIS IS NOT A BILL. YOU WILL RECEIVE A SEPARATE BILL FOR THIS TRANSACTION.

Reason for Transaction	NEW BUSINESS	Base Coverage Premium	\$	2,127.00
Transaction Effective Date	07/03/2010	Additional Coverage Premium		
Premium For This Transaction	\$ 2,106.00	Credits and Debits		
		Personal Protector Credit	\$	-21.00
		Total Policy Premium	\$	2,106.00

-----BASE COVERAGES AND PREMIUMS-----

This policy consists of the following coverage parts:

Coverage	Effective Date	Expiration Date	Basic Premium	Personal Protector Credit	Package Premium
Homeowners	07/03/2010	07/03/2011	\$ 199.00	\$ -2.00	\$ 197.00
Personal Auto	07/03/2010	07/03/2011	\$ 1,928.00	\$ -19.00	\$ 1,909.00
Total Premiums			\$ 2,127.00	\$ -21.00	\$ 2,106.00

THIS IS NOT A BILL. YOU WILL BE BILLED SEPARATELY. At your request, your account has been placed on a Direct Bill payment schedule which is based on QUARTERLY Installments. Please do not send payment now. You will be receiving a separate Invoice statement(s) based on the payment schedule that you selected.

Thank you for selecting us to service your Insurance needs!

Countersigned:

By

Authorized Representative

Date

Date issued: 07/05/2010

PLP (07/96)

07/03/2010

PLPW78068000

0607

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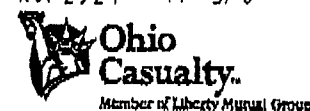
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Mar. 8. 2011- 2:26PM Chesco Bail 6103446524- --- ---

No. 2924---P. 3/6 ---



Forming a part of

Policy Number: PLP W780680	
Coverage is Provided in PEERLESS INDEMNITY INSURANCE COMPANY	
Named Insured: ROMONE LEE LASHANTIA COOPER	Agent: MILLERS INSURANCE AGENCY INC Agent Code: 1024061 Agent Phone: (610)-269-4500

HOMEOWNERS COVERAGE

PREMIUM SUMMARY

Reason for Transaction	NEW BUSINESS	Base Coverage Premium	\$	168.00
Transaction Effective Date	07/03/2010	Additional Coverage Premium	\$	58.00
Premium For This Transaction	\$ 197.00	Credits and Debits	\$	-29.00
		Total Coverage Premium	\$	197.00

BASE COVERAGES AND PREMIUMS

Insurance is provided where a premium entry is shown for the coverage.

Location		Limit of Liability	Premium
001	SECTION I Coverage A - Dwelling	\$ 0	
	Coverage B - Other Structures	\$ 0	
	Coverage C - Personal Property	\$ 20,000	\$ 151.00
	Coverage D - Loss of Use	\$ 4,000	INCLUDED
	SECTION II Coverage E - Personal Liability (each occurrence)	\$ 300,000	\$ 17.00
	Aggregate Sublimit - Fungi, Wet Or Dry Rot, Or Bacteria	\$ 25,000	INCLUDED
	Coverage F - Medical Payments (each person)	\$ 1,000	INCLUDED

ADDITIONAL COVERAGES

FUNGI, WET OR DRY ROT, OR BACTERIA - SECTION I	\$ 10,000	\$ 5.00
PERSONAL PROPERTY REPLACEMENT COST		\$ 53.00
Deductible amount - SECTION I - \$ 500. In case of loss under SECTION I, we cover only that part of the loss over the deductible stated.		

CREDITS AND DEBITS

Location	Title	Premium
001	CREDIT FOR PROTECTIVE DEVICES	\$ -11.00
001	DEDUCTIBLE ADJUSTMENT	\$ -16.00
001	PERSONAL PROTECTOR CREDIT	\$ -2.00

RATING INFORMATION

Location	Territory	No. of Family	Premium Group	Year Built	Feet to Hydrant	Prot Class
001	46	1	049		0000	05 43
Location	Primary Residence	Automatic Value-up at Renewal		Construction		
001	Y	N		FRAME		
Location	Year Roof Renv.	Year Electr. Renv.	Year Plumb. Renv.	Year Heat Syst. Renv.		
001						

HO (07/96)

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07/03/2010

PLPW78068000

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PGDM560D J17561

OEONLYST 00000742 Page

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Mar. 8. 2011 2:26PM Chesco Bail 6103446524 --- ---

No. 2924--- P. 4/6

HOMEOWNERS COVERAGE (continued)-----**DESCRIPTION OF ADDITIONAL COVERAGES, CREDITS AND DEBITS**-----

PREMISES ALARM SYSTEM CREDIT
PERCENTAGE IS 07.

-----**FORMS AND ENDORSEMENTS**-----

Your Insurance is comprised of the following forms:

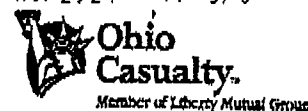
Form No.	Ed. Date	Form No.	Ed. Date	Form No.	Ed. Date
* HO0004	0491	* 80-1PA	0107	* HO0496	0491
* 80-27B	0302	* 80-71PA	0403	* 81-4ED	0198
* HO0431	0402	* HO0416	0491	* HO2363	0493

Date Issued: 07/05/2010

Mar. 8. 2011 2:27PM

Chesco Bail 6103446524- --- ---

No. 2924---P. 5/6 ---



Forming a part of

Policy Number: PLP W780680	
Coverage is Provided in PEERLESS INDEMNITY INSURANCE COMPANY	
Named Insured: ROMONE LEE LASHANTIA COOPER	Agent: MILLERS INSURANCE AGENCY INC Agent Code: 1024061 Agent Phone: (610)-269-4500

PERSONAL AUTO COVERAGE

PREMIUM SUMMARY

Reason for Transaction	NEW BUSINESS	Base Coverage Premium	\$	1,900.00
Transaction Effective Date	07/03/2010	Additional Coverage Premium	\$	90.00
Premium For This Transaction	\$ 1,909.00	Credits and Debits	\$	-81.00
		Total Coverage Premium	\$	1,909.00

VEHICLES COVERED

Veh	Yr	Make	Model	Vehicle ID Number	Sym	Type	St Amt	C/New
001	2003	ISZU	RODEO	4S2DM58W434306633	15			
002	1998	CHEV	TAHOE/LSLT	1GNEK13R5WJ331117	11			
003	2005	CHRY	300	2C3JA53GX5H516784	17			

BASE COVERAGES AND PREMIUMS

Insurance is provided where a premium entry is shown for the coverage.

LIABILITY COVERAGES		Limits of Liability	Premium	VEH 001	VEH 002	VEH 003
Bodily Injury	\$ 100,000	Each Person and				
	\$ 300,000	Each Accident	\$ 147.00	\$ 147.00	\$ 130.00	
Property Damage	\$ 100,000	Each Accident	\$ 122.00	\$ 122.00	\$ 109.00	
Uninsured Motorist Bodily Injury	\$ 100,000	Each Person and				
	\$ 300,000	Each Accident	\$ 54.00	\$ 54.00	\$ 54.00	
Underinsured Motorist Bodily Injury	\$ 100,000	Each Person and				
	\$ 300,000	Each Accident	\$ 64.00	\$ 64.00	\$ 64.00	
First Party Benefits Coverage						
Basic First Party Benefit			\$ 50.00	\$ 50.00	\$ 44.00	
Full Tort Option			INCLUDED	INCLUDED	INCLUDED	

PHYSICAL DAMAGE COVERAGES	Limits of Liability	Premium	VEH 001	VEH 002	VEH 003
Other Than Collision	Actual Cash Value	\$ 59.00			\$ 67.00
Less Deductible of:	VEH 001 \$ 500 VEH 002 \$ 500 VEH 003 \$ 500				
Collision	Actual Cash Value	\$ 219.00			\$ 248.00
Less Deductible of:	VEH 001 \$ 500 VEH 002 \$ 500 VEH 003 \$ 500				
Optional Limits	\$ 40 Per Day and				
Transportation Expenses	\$ 1,200 Maximum	\$ 17.00			\$ 17.00

PA (07/86)

07/03/2010

PLPW78068000

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PGDM580D J17581

OEONLYST 00000745 Page 9

Mar. 8. 2011 2:27PM

Chesco Bail 6103446524- --- ---

No. 2924---P. 6/6 ---

PERSONAL AUTO COVERAGE (continued)**-----ADDITIONAL COVERAGES AND PREMIUMS-----**

Veh	Title	Premium
001	PERSONAL AUTO ULTRA PLUS	\$ 35.00
002	PERSONAL AUTO ULTRA PLUS	\$ 20.00
003	PERSONAL AUTO ULTRA PLUS	\$ 35.00

-----CREDITS AND DEBITS-----

Veh	Title	Premium
001	PASSIVE RESTRAINT DISCOUNT	\$ -15.00
001	ANTI-THEFT DISCOUNT	\$ -9.00
001	PERSONAL PROTECTOR CREDIT	\$ -7.00
002	PASSIVE RESTRAINT DISCOUNT	\$ -15.00
002	PERSONAL PROTECTOR CREDIT	\$ -5.00
003	PASSIVE RESTRAINT DISCOUNT	\$ -13.00
003	ANTI-THEFT DISCOUNT	\$ -10.00
003	PERSONAL PROTECTOR CREDIT	\$ -7.00

-----VEHICLE PREMIUM SUMMARY-----

Veh	Base Premium	Additional Coverages	Credits and Debits	Total Premium
001	\$ 732.00	\$ 35.00	\$ -31.00	\$ 736.00
002	\$ 437.00	\$ 20.00	\$ -20.00	\$ 437.00
003	\$ 731.00	\$ 35.00	\$ -30.00	\$ 736.00
Total Coverage Premium				\$ 1,909.00

-----DRIVER INFORMATION-----

GS = Good Student Discount

DT = Driver Training Discount

Veh	Driver	License Number	St	Op	DOB	M/F	M/S	GS	DT
002	01 ROMONE LEE	23486201	PA	P	12/13/1964	M	M	N	N
001	02 LASHANTIA COOPER	22969489	PA	P	07/05/1970	F	M	N	N

-----RATING INFORMATION-----

Veh	Class	Use	Miles	Days	St	Territory	Multi-Car
001	887220 11	WORK	05	5	PA	07E	Y
002	887220 11	WORK	05	5	PA	07E	Y
003	887140 11	PLEASURE	00		PA	07E	Y

-----FORMS AND ENDORSEMENTS-----

Your insurance is comprised of the following forms:

Veh	Form No.	Ed. Date	Veh	Form No.	Ed. Date	Veh	Form No.	Ed. Date
ALL	* PP0551	0694	ALL	* PP0421	0510	ALL	* PP0417	0510
ALL	* PP0338	1298	001	* PP0302	0698	003	* PP0302	0698
ALL	* 91-10PA	1100	ALL	* PP0001	0698	ALL	* PP0151	0698
ALL	* 90-701	0695	ALL	* PP1301	1299	ALL	* PP0301	0886

Date issued: 07/05/2010

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Romone Lee	:	CIVIL ACTION
	:	
v.	:	
	:	
Peerless Insurance Company, et al.	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (x)

03/30/2015	Leonard G. Villari	Plaintiff
Date	Attorney-at-law	Attorney for
215-568-1990	215-568-9920	lgvillari@aol.com
Telephone	FAX Number	E-Mail Address

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 137 Ascot Court, Downingtown, PA 19335

Address of Defendant: 62 Maple Avenue, Keane, NH 03431

Place of Accident, Incident or Transaction: Peerless Insurance Company, Liberty Mutual Holding Company Inc. and Liberty Mutual Group Inc.

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities? Yes ☒ No ☐

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify) _____

ARBITRATION CERTIFICATION


(Check Appropriate Category)

I, Leonard G. Villari, counsel of record do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: 03/30/2015



Attorney-at-Law

68844

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 03/30/2015



Attorney-at-Law

68844

Attorney I.D.#

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, Leonard G. Villari, Esquire, counsel of record do hereby certify:

- Pursuant to Local Civil Rule 53.2, Section 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interests and costs;
- Relief other than monetary damages is sought.

Date: 03/30/2015



Attorney at Law

83817

Attorney I.D. #

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within care is not related to any case now pending or within one year previously terminated action in this court except as noted above.

Date: 03/27/2015



Attorney at Law

83817

Attorney I.D. #

CIV. 609